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December 15, 2003

TRA DOCKET ROOM

Hon. Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Tariff to Establish the BellSouth® Welcoming Rewards Promotion*
Docket No. 03-00625

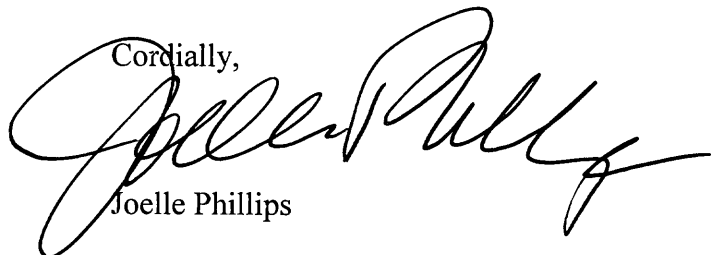
Dear Chairman Tate:

The attached revised tariff page is being provided to the Consumer Advocate and to the Authority in connection with the Welcoming Reward Promotion discussed at today's Agenda Conference.

We have reviewed the new tariff page filed on December 3, and compared it to the Third Revised Tariff page for the earlier promotion, which was filed on March 5. Both tariff pages provided that the program was available for resale. The December 3 tariff, however, did not track the language used on the earlier tariff. It was not BellSouth's intention to treat the two programs differently.

Rather, the change in wording was simply the result of a different person typing the description. BellSouth apologizes for any confusion created. ***BellSouth's attached new tariff page substitutes the old wording from the March 5 tariff to clarify that Bellsouth will treat resale of this tariff in precisely the same fashion as it treated resale under the earlier approved tariff.***

Cordially,



Joelle Phillips

EFFECTIVE: February 3, 2003

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.90 Business Programs

A13.90.27 2003 Welcoming Reward Program

A. Rules and Regulations

Beginning January 2, 2004, and continuing until June 30, 2004, qualifying business customers with locations in Rate Group 5 may enroll in this Program, which offers rewards on the subscriber's bill described below, by signing a 12-month contract. (N)

1. In order to qualify for the 2004 Welcoming Reward Program new business customers must be located in Rate Group 5 and have aggregate annual billing, per state of BellSouth services, not exceeding \$36,000 at the time of enrollment. (N)
2. Qualifying Program participants must sign a 12-month term contract to receive the rewards that are detailed in B. following, Reward Schedule. (N)
3. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program. (N)
4. To participate in this Program, qualifying customers must sign a 12-month contract between January 2, 2004, and June 30, 2004. Following this period, no subscribers may enroll in this Program. This Program as well as the \$100 Reward described below is available for resale at the wholesale discount for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers, would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party. (N)
5. Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as all the locations qualify and the locations do not have any service with BellSouth as the local service provider. (N)
6. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability as specified in BellSouth's Tariff A2.4.10.E and B2.4.9.A 4. In addition to this charge, tariffed termination charges for individual services will be applied, if applicable. Payment of the termination charge does not release the customer from other previous amounts owed to BellSouth. No termination liability shall be due from any customer who cancels the contract within ninety days of execution. Customers with Volume and Term Contract Service Arrangements (CSAs) are not eligible for this Program. (N)
7. BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement. (N)
8. Subscribers who are participating in the Welcoming Reward program are not eligible to participate in any of the following term plans or programs: Volume and Term Agreements CSAs, Product Level CSAs, Complete Choice for Business Term Plan, Welcome Back Win Back, Full Circle, Advantage Plus, Medallion Plus, Solution Plus, Hunting Program, or any Key Customer Program (where available). (N)
9. Subscribers may participate concurrently with the Simple Solutions Program. (N)

B. Reward Schedule

Eligible Lines	Reward
2+ Lines Per Location	\$100 Per Line

1. \$100 per new line/per location at time BellSouth becomes local service provider. Lines include 1FB and line equivalents. (N)
2. The reward will appear as a one-time credit in the OC&C section of the Subscriber's bill in a subsequent billing period usually within one to two billing cycles. (N)
3. New lines added to the account or location during the promotional period or term agreement period are not eligible for the \$100. (N)

CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2003, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☒ Facsimile
- ☐ Overnight
- ☐ Electronic

Joe Shirley, Esquire
Office of Tennessee Attorney General
P. O. Box 20207
Nashville, Tennessee 37202

A handwritten signature in black ink, appearing to read "Joe Shirley", written over a horizontal line.